1	Matthew P. Bergman, WSBA #20894		
2	Vanessa J. Firnhaber Oslund, WSBA #38252 Justin Olson, WSBA #51332		
2	BERGMAN DRAPER OSLUND UDO, PLLC		
3	821 2 nd Avenue, Suite 2100		
	Seattle, WA 98104		
4	Telephone: (206) 957-9510		
_	Facsimile: (206) 957-9549		
5	Email: matt@bergmanlegal.com vanessa@bergmanlegal.com		
6	justin@bergmanlegal.com		
	service@bergmanlegal.com		
7	Attorneys for Plaintiffs		
_			
8	LIMITED OT A TEC DI	CTRICT COLIDT	
9	UNITED STATES DIS WESTERN DISTRICT (
,	AT SEAT		
0			
1	DAVID J. WELCH and LINDA WELCH,	NO.	
12	husband and wife,	COMPLAINT FOR PERSONAL	
12	Plaintiffs,	INJURIES	
13	Tidilitiis,	HWORLDS	
	v.	JURY DEMAND	
14			
	CDANE CO. 1. 1. 1. 1. 1 1		
15	CRANE CO., Individually and as successor-in- interest to CHAPMAN VALVE CO. and		
16	DEMING PUMPS; and		
	VELAN VALVE CORPORATION,		
17			
_	Defendants.		
18			
19			
	I. PAF	RTIES	
20			
	1.1 Plaintiffs David J. Welch and Linda	Welch, husband and wife, reside in Sumas,	
21	Washington		
22	Washington.		
L L	1.2 Defendants are corporations incorpo	rated and with their principal places of	
23			
	business outside the State of Washington.		
	COMPLAINT FOR PERSONAL INJURIES- 1	Depositive Devices Correct Head	
	H COMPLAINT FOR PERSONAL INJURIES- I	BERGMAN DRAPER OSLUND UDO	

BERGMAN DRAPER OSLUND UD 821 2ND AVENUE, SUITE 2100 SEATTLE, WA 98104 TELEPHONE: 206.957.9510 1.3 Defendants and/or their predecessors-in-interest are corporations or other entities responsible for exposing Plaintiff David J. Welch, to asbestos. They include companies that manufactured and placed into the stream of commerce equipment that included asbestoscontaining components or equipment designed and intended to be used in conjunction with asbestos-containing components.

II. JURISDICTION

2.1 This Court has diversity jurisdiction over the above-captioned cause because the amount in controversy exceeds \$100,000 and Plaintiffs and Defendants are residents of different states. The court has specific jurisdiction over the out-of-state defendants because they all purposely availed themselves of the benefits of transacting business in Washington State, Plaintiffs' claim arises out of and relates to defendants' contacts in Washington, and the Court's exercise of jurisdiction over this matter comports with traditional notions of fair play and substantial justice.

III. FACTS

- 3.1 Plaintiff David J. Welch (DOB: 1944) was a fireman and welder serving in the United States Navy between 1965 through 1969, first aboard the *USS Carronade* (IFS-1), an inshore fire support vessel, and then the *USS Princeton* (LPH-5), an aircraft carrier.
- 3.2 When Mr. Welch first arrived on the *USS Carronade*, the ship was coming out of "mothballs" in preparation for active service. This process required significant work to clean and prepare the engineering equipment for combat, including work on valves that were designed by the manufacturers to use asbestos-containing components (gaskets, packing, and/or thermal insulation) that would wear out and have to be replaced on a routine basis. The valve

manufacturers knew and understood that their equipment would not function as intended without the asbestos-containing components or asbestos-containing insulation.

- 3.3 When Mr. Welch first arrived on the *USS Princeton*, the ship was being "recommissioned" for service, having been in mothballs since the Korean War. The *USS Princeton* was overhauled at Long Beach Naval Shipyard for six months before sailing to Vietnam. Like the *Carronade*, the process of cleaning and preparing the engineering equipment of the *USS Princeton* for combat required significant work, including work on valves that were designed by the manufacturers to use asbestos-containing components (gaskets, packing, and/or thermal insulation) that would wear out and have to be replaced on a routine basis. The valve manufacturers knew and understood that their equipment would not function as intended without the asbestos-containing components or asbestos-containing insulation.
- 3.4 Replacement parts, including asbestos-containing components, would be supplied by the valve manufacturers to the United States Navy or to the shipyards where Navy vessels were being serviced.
- 3.5 While serving aboard the *USS Carronade* and *USS Princeton*, Mr. Welch was exposed to asbestos-containing gaskets, packing, and thermal insulation associated with Velan valves.
- 3.6 While serving aboard the *USS Carronade* and *USS Princeton*, Mr. Welch was exposed to asbestos-containing gaskets, packing, and thermal insulation associated with Crane Co. valves.
- 3.7 As a result of his exposure to asbestos products as described above, plaintiff David Welch was diagnosed with mesothelioma in May 2021.

IV. <u>LIABILITY</u>

4.1 Plaintiffs' claims against the equipment manufacturers are based upon negligence and strict product liability under Section 402A of the Restatement of Torts as adopted by the State of Washington. The liability-creating conduct of defendants consisted, inter alia, of negligent and unsafe design; failure to inspect, test, warn, instruct, monitor and/or recall; failure to substitute safe products; marketing or installing unreasonably dangerous or extra-hazardous and/or defective products; marketing or installing products not reasonably safe as designed; marketing or installing products not reasonably safe for lack of adequate warning and marketing or installing products with misrepresentations of product safety.

V. DAMAGES

5.1 As a proximate result of defendants' tortious conduct, plaintiff David J. Welch sustained pain, suffering and disability in an amount not now known, but which will be proven at trial. Plaintiff David J. Welch also sustained medical expenses and economic losses, in an amount to be proven at trial. Plaintiff Linda Welch has sustained loss of consortium as a result of David J. Welch's illness.

VI. PUNITIVE DAMAGES

- 6.1 Each defendant has shown a reckless and outrageous indifference to a highly unreasonable risk of harm and has acted with conscious disregard to the health, safety and welfare of David J. Welch's health by failing to substitute non-asbestos alternative components, by failing to warn of the hazards intrinsic to working with its products, or otherwise in a manner to be proven upon completion of discovery in this case.
 - 6.2 Plaintiffs' punitive damage claims are asserted under maritime law.

Case 2:22-cv-00302-RAJ Document 1 Filed 03/14/22 Page 5 of 6

1	WHEREFORE, plaintiffs pray for judgment against the defendants and each of them as		
2	follows:		
3	1.	For general and special damages specified above, including pain, suffering, loss	
4	of spousal and/or parental relationship and disability;		
5	2.	For medical and related expenses and economic loss, all of which will be proven	
6	at the time of trial;		
7	3.	For punitive damages in an amount to be determined by the jury;	
8	4.	For plaintiffs' costs and disbursements herein;	
9	5.	For prejudgment interest in the amount to be proven at trial; and	
10	6.	For such other relief as the Court deems just.	
11	DATED this 14 th day of March 2022.		
12		BERGMAN DRAPER OSLUND UDO, PLLC	
13		By /s/ Matthew P. Bergman Matthew P. Bergman, WSBA #20894	
14		Vanessa J. Firnhaber Oslund, WSBA #38252 Justin Olson, WSBA #51332	
15		821 2 nd Avenue, Suite 2100 Seattle, WA 98104	
16		Telephone: (206) 957-9510 Facsimile: (206) 957-9549	
17		Email: matt@bergmanlegal.com vanessa@bergmanlegal.com	
18		justin@bergmanlegal.com service@bergmanlegal.com	
19		Attorney for Plaintiffs	
20			
21			
22			
23			
	İ		

1	DEMAND FOR JURY TRIAL
2	Plaintiffs demand trial by jury of all issues as set forth herein.
3	DATED this 14 th day of March 2022.
4	BERGMAN DRAPER OSLUND UDO, PLLC
5	By /s/Matthew P. Bergman
6	Matthew P. Bergman, WSBA #20894 Vanessa J. Firnhaber Oslund, WSBA #38252
7	Justin Olson, WSBA #51332 821 2 nd Avenue, Suite 2100
8	Seattle, WA 98104 Telephone: (206) 957-9510
9	Facsimile: (206) 957-9549 Email: matt@bergmanlegal.com
10	vanessa@bergmanlegal.com justin@bergmanlegal.com
11	service@bergmanlegal.com Attorney for Plaintiffs
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	